



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to Execute a Lease Agreement with Greyhound Bus Lines Franchisee for the Depot of the Lodi Station, 24 South Sacramento Street

MEETING DATE: December 15, 1999

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute a lease agreement with Greyhound Bus Lines franchisee for the depot of the Lodi Station, 24 South Sacramento Street.

BACKGROUND INFORMATION: The North Annex of the Lodi Station, intended to provide space for the Greyhound Depot, is under construction and scheduled to be completed in March 2000. The current Greyhound franchisee's landlord is not allowing a month-to-month contract in 2000 so the Public Works Department has made arrangements to have the Greyhound franchisee housed in the depot temporarily until the North Annex is built. The interim lease agreement is to terminate upon completion and final inspection of the North Annex. The charge will be \$200 per month. The franchisee will serve also as an information source to the general public.

A new agreement will need to be executed later for the lease of the North Annex.

FUNDING: Not applicable.

Richard C. Prima, Jr.  
Public Works Director

Prepared by Carlos Tobar, Transportation Manager

RCP/CT/lm

cc: Transportation Manager  
Cheryl Lafebre, Lodi Greyhound Agent

APPROVED: \_\_\_\_\_

H. Dixon Flynn -- City Manager

## RENTAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the CITY OF LODI, a municipal corporation, hereinafter called Owner, and CHERYL LAFORET dba LODI GREYHOUND AND WESTERN UNION, hereinafter called Tenant.

### WITNESSETH:

1. **PROPERTIES:** That for and in consideration of the rents to be paid, and the covenants to be faithfully kept and performed by said Tenant, said Tenant does hereby take from said Owner, a certain portion of the Lodi Station located at 24 South Sacramento Street, Lodi, California for the operation of the Greyhound Bus Depot.
2. **TERM:** The term of this Agreement shall be a month to month tenancy until such time that the North Annex is completed, commencing December 1, 1999, and can be terminated with a minimum notice of at least one (1) day. Upon completion of the North Annex, the Tenant upon signing of a new agreement for the Annex shall move its operations to that location.
3. **RENT:** In consideration of said Agreement, Tenant agrees to pay to Owner as rent for the demised premises \$200.00 per month. Rent payments shall be made on or before the 15th day of each month and shall be directed to the Public Works Department, Attn: Transportation Manager, 221 West Pine Street, P. O. Box 3006, Lodi, California, 95241-1910, for processing and shall be paid without prior notice or demand.
4. **USE:** The property shall be used solely for the purpose of carrying on the business of Greyhound Bus Lines. During the term of this Agreement, and any extension thereof, it is understood and agreed by the parties hereto that Tenant shall be responsible for the installation, maintenance and cost of any telephone lines that are required to operate their business, at no cost to the Owner. It is further understood that Tenant shall be responsible for their own office supplies and other office equipment with the exception of a City-owned copier and one office chair. Upon termination of this Agreement, copier and chair to remain the property of Owner.

It is further understood and agreed by Tenant that Tenant must comply with all present and future laws, ordinances, rules, and regulations promulgated by any governmental authority of competent jurisdiction regulating this type of business during the tenancy and any extension thereof. Tenant shall use and occupy said premises in a quiet, lawful, and orderly manner.

**SPECIAL CIRCUMSTANCE:** While Tenant is renting a portion of the Lodi Station, Tenant will make an attempt to answer questions from the public to the best of its ability.

5. **SIGNS:** It is agreed that Tenant will post "Hours of Operation" signs on the doors of the Depot. All signs and locations of signs must be approved by the Transportation

Manager. All costs associated with the purchase and installation of signs shall be the responsibility of Tenant.

6. **STAFFING:** Tenant will staff the Greyhound Bus Lines window during the posted hours. Only Tenant or Tenant's staff will be permitted into the Depot work area. Drivers will not be permitted in the work area under any circumstances. Tenant shall be responsible for delivery and pick-up of baggage.
7. **REMEDIES ON DEFAULT:** Should Tenant fail to pay any part of the rents herein specified at the times or in the manner herein provided, or fail to comply with or perform any other of the terms and provisions of this Agreement on the part of Tenant to be performed or complied with, then, and in that event, Owner may exercise any and all remedies provided by law or equity by reason of such default, including the right, at Owner's option, of terminating this Agreement. In any of such events, Owner shall be entitled to the immediate possession of said premises, and, at its option, may enter into and upon said premises without notice to Tenant and exclude Tenant and all persons and all property therefrom, and by process of law or otherwise take and resume possession of said premises. Each and all of Owner's remedies shall be construed as cumulative and no one of them as exclusive of the other or as exclusive of any remedy provided by law or equity.
8. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship between the parties is that of landlord and tenant and not as a party or agent of Owner. Tenant, shall carry Worker's Compensation Insurance and observe all laws and regulations applicable to employers.
9. **BUILDING MAINTENANCE:** Building Maintenance (Janitorial Services) shall be performed by Korean Building Maintenance at no additional cost to Tenant.
10. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign, encumber, convey, or otherwise hypothecate this Agreement, in whole or any part, without first obtaining the written consent of Owner. Tenant shall be permitted to sublet the properties to a responsible person, firm, or corporation, but any such subletting or use by another person, firm, or corporation shall in no way release Tenant from the obligation, conditions, and terms of this Agreement. Tenant shall furnish in writing to Owner the name of any subtenant, and any sublease entered into by Tenant shall incorporate the terms, provisions, and conditions of this Lease.
11. **ENTRY BY OWNER:** Owner shall have the right at all reasonable times during the term of this Agreement to enter said premises for the purpose of examining or inspecting the same.
12. **REPAIRS, ALTERATIONS OR ADDITIONS:** No repairs, alterations or additions to the building shall be performed by Tenant. Any concerns shall be submitted in writing to the Transportation Manager, City of Lodi, P. O. Box 3006, Lodi, CA 95241.
13. **SURRENDER OF PREMISES:** Tenant shall, at the termination of the Agreement hereby created, or upon the earlier termination hereof for any reason, or upon the

extension of the term herein set forth, quit and surrender said premises in good order, condition, and repair, reasonable wear and tear and acts of God or fire excepted.

14. **FEES:** Tenant shall pay all license fees, or other fees or taxes, levied by any governmental agency which may be imposed upon the business of Tenant or its subtenant conducted upon the premises.

If any of the above charges are assessed against the real property, and because of said assessment, the Owner pays the same, which Owner will have the right to do regardless of the validity of any such levy, the Tenant, upon demand, will repay to Owner all taxes and other assessments so levied against Owner which are due by the Tenant.

15. **UTILITIES:** Owner agrees to pay utilities consisting of water, sewer, garbage and electricity used upon said premises during the term hereof.
16. **MECHANIC'S LIEN:** Tenant agrees to keep said premises free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Tenant shall not create, or suffer to be created, any lien or encumbrance on said premises.

17. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** Tenant agrees to indemnify and save harmless Owner from and against all claims of whatever nature arising from any act, omission, or negligence of Tenant or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term thereof, in or about the demised premises where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

Tenant agrees to maintain in full force during the term hereof a policy of public liability insurance under which Tenant is named as insured, and containing an additional named insured endorsement naming Owner as an additional insured, and under which the insurer agrees to indemnify and hold Tenant and Owner harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Tenant, or Tenant's agents or employees. The minimum limits of such insurance shall be \$1,000,00.00 (One Million Dollars). In addition to the additional named insured endorsement on Owner's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City

of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to Owner within ten (10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Agreement, shall apply and be construed as applying to any subtenant of Tenant.

18. **BANKRUPTCY, RECEIVERSHIP, AND INSOLVENCY:** If Tenant should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of the premises, and such bankruptcy, insolvency, or receivership proceeding shall not be dismissed within ninety (90) days, then Owner may, without notice or demand, terminate this Agreement and forthwith reenter and repossess the properties, and remove all persons therefrom, and under no circumstances shall this Agreement be assignable or transferable by operation of law.
19. **ATTORNEY'S FEES:** In each suit brought for the recovery of any rent due hereunder, or for the recovery of the possession of said demised premises, or for the breach, or to restrain the breach, of any of the terms, conditions, or covenants of this Agreement, the prevailing party shall be entitled to a reasonable sum as and for attorney's fees therein, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.
20. **WAIVER:** Failure of Owner to insist upon performance of any of the terms or conditions of this Agreement in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and Tenant's obligations to such future performance shall continue in full force and effect. The receipt by Owner of rent, with the knowledge of the breach of any agreement or condition hereof, shall not be determined to be a waiver of any such breach.
21. **ACCEPTANCE OF PREMISES:** Tenant has examined the premises, knows the conditions thereof, and accepts possession thereof in their condition.
22. **CONTRACT:** This written agreement constitutes the entire contract between the Tenant and Owner, and no representation or agreement, unless expressed herein, shall be binding on the Tenant or Owner.

IN WITNESS WHEREOF, Owner and Tenant have executed this Agreement on the date and year first above written.

CITY OF LODI, a municipal corporation  
hereinabove called "Owner"

LODI GREYHOUND AND WESTERN UNION  
hereinabove called "Tenant"


By \_\_\_\_\_  
H. DIXON FLYNN, City Manager

By \_\_\_\_\_  
CHERYL LAFEBRE  
9090 Montero Road  
Valley Springs, CA 95252

Attest:

\_\_\_\_\_  
ALICE M. REIMCHE, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
RANDALL A. HAYS, City Attorney

CITY COUNCIL

STEPHEN J. MANN, Mayor  
ALAN S. NAKANISHI  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
KEITH LAND  
PHILLIP A. PENNINO

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710

December 9, 1999

H. DIXON FLYNN  
City Manager  
ALICE M. REIMCHE  
City Clerk  
RANDALL A. HAYS  
City Attorney

Ms. Cheryl Lafebre  
Lodi Greyhound Agent  
24 South Sacramento Street  
Lodi, CA 95240

**SUBJECT:** Authorize City Manager to Execute a Lease Agreement with  
Greyhound Bus Lines Franchisee for the Depot of the Lodi Station,  
24 South Sacramento Street

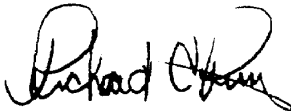
Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, December 15, 1999. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Alice Reimche, City Clerk, at 333-6702.

If you have any questions about the item itself, please call Carlos Tobar, Transportation Manager, at 333-6800, ext. 2678.



Richard C. Prima, Jr.  
Public Works Director

RCP/lm

Enclosure

cc: City Clerk ✓